



Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

I hereby certify this is a
true copy of an Order dated

FEB 21 2025

Landlord and Tenant Board

AMENDED ORDER
Order under Section 87, 88.2
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-000043-24-AM

In the matter of: 43 WARD ST
PORT HOPE ON L1A1L7

Between: Kevin Pearce Landlord
Tracy Pearce

And

Katie Gordon Former Tenant

AMENDED

Pursuant to a request filed by the Landlord on January 15, 2025 this order is amended as below.

The order is amended to correct clerical errors in the calculations for arrears owing the Landlord and the compensation for unpaid utilities.

The amendments are bold highlighted for ease of reference.

Kevin Pearce and Tracy Pearce (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Kevin Pearce and Tracy Pearce (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 12, 2024.

Only the Landlord attended the hearing.

As of 9:22am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord's application is granted and the Former Tenant owes the Landlord ~~\$7,834.21.~~ **\$8,684.21**
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on November 6, 2024 by **mail**. ~~handing the documents to an adult room mate of the Former Tenant at the Former Tenant's new address.~~
5. The Landlord testified he confirmed with the adult at the rental unit that the Former Tenant resided there.
6. The Former Tenant vacated the rental unit on December 17, 2023.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Landlord submitted documentary evidence to the Board to support his claims in the application.
9. Rent and daily compensation owing
10. The lawful rent was \$2,700.00. It was due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
12. The Former Tenant has not made any payments since the application was filed.
13. The tenancy ended on December 17, 2023 as a result of the Former Tenant moving out on an agreement to terminate the tenancy with the Landlord. Therefore, the Former Tenant's obligation to pay rent ended on that date.
14. The rent arrears and daily compensation owing to December 17, 2023 are **\$9,609.09**
~~\$8,709.09.~~
15. With the uncontested evidence and submissions before me and on a balance of probabilities and with the direct evidence submitted by the Landlord, I find the Former

Tenant owes the Landlord ~~\$8,709.09~~ **\$9,609.09** in arrears of rent from September 1, 2023 to December 17, 2023.

Compensation unpaid utilities

16. The Landlord claims the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
17. The Landlord incurred reasonable out-of-pocket expenses of \$1,595.78 as a result of the Former Tenant's failure to pay utility costs.
18. The Landlord submitted a copy of the tenancy agreement indicating the Former Tenant was responsible for the utility payments.
19. The Landlord submitted copies of the unpaid utility bills into evidence to support his claim.
20. With the uncontested evidence and submissions before me and on a balance of probabilities I find the Former Tenant owes the Landlord ~~\$1,509.78~~ **\$1,595.78** in unpaid utilities under the tenancy agreement.
21. The Landlord collected a rent deposit of \$2,700.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
22. Interest on the rent deposit, in the amount of \$6.66 is owing to the Former Tenant for the period from November 12, 2023 to December 17, 2023.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
25. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord ~~\$8,709.09~~ **\$9,609.09** which represents rent and compensation owing up to December 17, 2023.
2. The Former Tenant shall also pay to the Landlord \$1,595.78, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,706.66 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.

5. The total amount the Former Tenant owes the Landlord is ~~\$7,834.21~~ **\$8,684.21***. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before ~~January 25, 2025~~, **March 4, 2025** the Former Tenant will start to owe interest. This will be simple interest calculated from ~~January 26, 2025~~ **March 5, 2025** at 5.00% annually on the balance outstanding.

February 21, 2025
Date Amended



Greg Brocanier
Member, Landlord and Tenant Board

January 14, 2025
Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To December 17, 2023	\$8,759.09 \$9,609.09
Utility Costs	\$1,595.78
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$6.66
Total amount owing to the Landlord	\$7,834.21 \$8,684.21